

(b) disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors of the Vendor who need to know such information in order to carry out the Purpose of the Disclosure and, in the event the employment or engagement of any such person is terminated, the

Vendor agrees to use commercially reasonable efforts to recover any Proprietary Information in such person's custody or control;

(c) not remove any copyright notice, trademark notice, or other proprietary legend or indication of confidentiality set forth on or contained in any of the Proprietary Information;

(d) promptly notify the State in writing of any unauthorized use or disclosure of the Proprietary Information, including a detailed description of the circumstances of the disclosure and the parties involved. In the event that Vendor is required to disclose any portion of any Proprietary Information received from the State by operation of law, Vendor may do so, provided the Vendor shall immediately notify the State in writing and Vendor shall provide the State with reasonable cooperation and assistance in obtaining a suitable protective order, and in taking any other steps reasonably necessary, to preserve the confidentiality of any such Proprietary Information; and

(e) On or before September 1, 2018, Vendor shall dispose of all Proprietary Information in its systems or otherwise in its possession or under its control and in all of its forms, for example: disk, CD/DVD, backup tapes, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and the attached certificate of destruction form shall be provided to the State of Delaware.

3. **Exceptions.** Notwithstanding the provisions of Section 2 above, Vendor has no obligation to maintain the confidentiality of any Proprietary Information which: (a) Vendor can demonstrate was known by Vendor without violation of any contractual, fiduciary or other obligation of confidentiality prior to the disclosure thereof by the State; (b) properly came into the possession of Vendor from a third party which was not under any obligation to maintain the confidentiality of such information; (c) has become available to members of the public through no act or fault on the part of Vendor in breach of this Agreement; or (d) Vendor can demonstrate that it was independently developed by or for Vendor without the use of Proprietary Information.
4. **Term.** Vendor's obligations hereunder with respect to Proprietary Information disclosed by the State shall apply to all Proprietary Information provided to Vendor by State with respect to the Purpose of Disclosure terminate upon the Vendor's certification to the State that Vendor has returned or destroyed all Proprietary Information and has not retained any copies thereof.
5. **Equitable Relief.** Vendor agrees that any unauthorized use of the Proprietary Information by Vendor shall cause the State irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the State shall be entitled to seek equitable relief.
7. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the Proprietary Information listed above, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or

oral. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. Vendor's rights under this Agreement may not be assigned to any third party without the State's prior written consent. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect.

VENDOR

Authorized Signature

Name: _____

Title: _____

Address: _____

STATE OF DELAWARE



Brenda L. Lakeman
Director, Statewide Benefits

Address:
Department of Human Resources
Statewide Benefits Office
97 Commerce Way, Suite 201
Dover, DE 19904

DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION
CERTIFICATE OF DATA DESTRUCTION
By External Entity/Company

The information described below was destroyed in the normal course of business pursuant to State of Delaware retention schedule and the following policies and contract(s):

- The Delaware Information Security Policy, Disposal of Electronic Storage Media:
<https://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf>
- Data Classification Policy:
<http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf>
- Disposal of Electronic/Storage Media Policy:
<http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf>
- **Request for Proposal (RFP) for the Short-Term and Long-Term Disability Program (DIP), June 25, 2018:**
On or before September 1, 2018, Company will destroy all data files received for the purposes of preparing a bid in response to this RFP including, but not necessarily limited to, de-identified enrollment, aggregate claims and financial information and aggregate diagnosis data of enrolled members of the Disability Insurance Program (DIP) for the purpose of responding to a proposal for administration of the DIP program. Company will send a certified letter to the DTI Chief Security Officer indicating the date, time and confirmation of the destruction along with this completed form and any documentation produced from the data destruction/data wipe software such as a certificate or certification log. Send via certified mail (or by a delivery service such as UPS or FedEx with a signature receipt required) to: Delaware Department of Technology and Information, Office of the Chief Security Officer, 801 Silver Lake Blvd., Dover, DE 19904 (302-739-9500) with a copy via email or regular mail to: State of Delaware OMB, Statewide Benefits Office, Attn: Laurene Ehemann, 97 Commerce Way, Suite 201, Dover, DE 19904.

Company Name and Address:	
Date of Destruction:	Authorized By:
Description of Information Disposed of/Destroyed: De-identified enrollment, aggregate claims and aggregate diagnosis data of enrolled members of the DIP for the purpose of responding to a proposal for administration of the DIP program.	
Inclusive Dates Covered: 2016-2018	
METHOD OF DESTRUCTION:	
<input type="checkbox"/> Burning	<input type="checkbox"/> Pulverizing
<input type="checkbox"/> Overwriting	<input type="checkbox"/> Reformatting
<input type="checkbox"/> Pulping	<input type="checkbox"/> Shredding
<input type="checkbox"/> Other:	
Records Destroyed By*:	
If On Site, Witnessed By:	
Department Manager:	

**If the records are destroyed by an outside firm, provide the company name and address and confirm that a contract exists.*